

## **Sub: Offer of Employment**

Dear **Shivangi Kumari**,

**Congratulations!** We are pleased to offer you full time employment as **Full stack Developer** with **Aayan SM India Pvt. Ltd.** We are helping economies in building website and applications as and when required.

1. You are required to join us at the office on **8<sup>th</sup> April 2024** . If you do not join by this date, this offer stands withdrawn- unless the Date of Joining is extended and communicated to you in writing.

**At the time of joining, please report to Ms.Khushi Mishra (Manager - HR) at the following address: 2<sup>nd</sup> Floor, C-84, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010.**

You are required to bring the following documents, with a self-attested photocopy (except photographs) of each, at the time of joining.

- a. Aadhar Card and PAN Card.
- b. Education certificates including mark sheets.
- c. Relieving certificate or Service Certificate from your present employer (without which you will not be allowed to join) and other experience Certificates. (if applicable)
- d. Passport (if available)
- e. Four copies of your recent passport size photograph.
- f. Your last Employer's EPF and EPS numbers. (If any)

If you intend to accept this offer, please return the duplicate copy of this letter, duly signed as a token of your acceptance, within 7 days from the date of the issue of the letter .Your association with us will be bound by the following terms and conditions.

### **2. Salary**

Your total compensation (Cost to the Company) shall be **Rs. 2,28,000/-** per Annum. The entire remuneration package will be subject to Tax Deductible at Source (TDS), which will be on your account, subject to standard deductions towards tax and other deductions as per Company policy. All statutory requirements of tax, including tax deductible at source, Employer Provident Fund, professional tax, etc. will be paid and complied by the Company and all/ any funds/ salary/ remuneration paid to you will be after such appropriate deductions.

**3.** The Company reserves the right to verify your documents and background through internal or external agencies. These may include your current/previous employment history, education/professional credentials and other background checks. If any discrepancy with regard to documentation is discovered after you have joined the Company, you are liable to be terminated, apart from legal action being initiated against you.

**4.** You will be based at our **Lucknow** location.

**5.** You are expected to operate with the highest degree of efficiency, economy and responsibility, bearing in mind always, the best interest of the Company. You will at no time, do anything which compromises the Company's integrity and reputation. You will be provided with an Employee Handbook to refer the policies related to leave policy, probation policy and any other Code of Conduct. Any violation /breach of the above, shall call for consequence management, which may include as disciplinary action for those found guilty of such misdemeanour and may result in your services being terminated, without any notice, notwithstanding any other terms and conditions stipulated in this Offer letter.

## **6. Hours of Work and Paid Holidays**

You will observe the working hours and holidays normally observed by your assigned department and location. This may include working hours and holidays observed by Aayan India.

## **7. Leave Rules**

You will be eligible for 'Leaves' as per the existing Leave Policy of the Company and as amended from time to time.

## **8. Termination of Employment /Notice Pay**

**i.** Notice period for full time employees is **30 days**, and either party will be allowed to terminate the contract of employment by giving **30 days'** notice in writing, subject to Company's right to pay basic salary in place of notice period or pro-rated amount.

**ii.** If you have signed any Undertaking / Agreement with the Company as a part of your employment process any time during your employment with the Company, you will not be entitled to terminate your employment with the Company unless you comply with the terms and conditions in the Undertaking / Agreement mentioned above.

**iii.** The Company shall have the right to terminate this contract without any notice and without any salary according to the notice period due to any of the following

- a.** Breach on your part of any terms and conditions of this contract and any other rules made applicable to you in respect of your employment with us.
- b.** Violation on your part of the Company's rules regarding the authenticity and information declared at the time of joining the Company.
- c.** Any misconduct on your part.
- d.** Failure to carry out any of your duties and obligations. You are adjudged insolvent or become bankrupt or are charged with any criminal offence which is prejudicial to the interests of the Company.

On separation, you will immediately surrender the following to the Company before you are relieved: All confidential information, correspondence, specifications, formulae, documents, market data, literature, drawings, access cards, identity cards and any other property belonging to the Company or relating to its business which you would have acquired, had access to during your employment. Additionally, you will not make or retain any copies of the same.

## **9. Non-disclosure of confidential information and trade secret**

You shall not, except as authorized, reveal/disclose/disseminate to any person or entity including competitors or persons involved directly or indirectly in allied trade, any of the trade secrets, secret or confidential information, information contained in any manuals and/or dealings or any information concerning the businesses, finances, external and internal transactions of the company and/or its affiliates / associates / group companies including but not limited to all data, all company contracts, processes, policies, strategies involving marketing, advertising, operations, contractual obligations, business expansion ("confidential information") which may come to your knowledge and/or imparted to you by the company during your employment. You shall hold strict confidence of such confidential information. This restriction shall survive after termination of employment / retirement / resignation / severance of employment for any reason whatsoever without limit in point of time. You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memorandum, contracts or processes relating to the business and/or the transactions of the company and/or its affiliates / associates / group companies which may come to your knowledge and/or possession by virtue of his employment with the company for any purpose other than for the benefit of the company. You will be responsible for the safe custody of all the documents, manuals, processes, contacts, kits and other properties belonging to the company that may be entrusted to and/or placed in your possession by virtue of and/or during the course of your employment with the company.

## **10. Disclosure of Personal Information By the company**

You hereby agree that the Company can share your personal details disclosed by you to the Company as a part of your employment, with third parties in India and outside India as a part of Company's contractual, business obligations, in compliance with data protection laws in India and outside India and you will have no objection towards the same.

## **11. Other Matters**

- a. You will be governed by all rules, regulations and policies of the Company.
- b. You are to devote your full time, attention and ability to the interest of the Company.
- c. You are not to interest yourself in any business or do any trading on your own account.
- d. The above & below terms and conditions may be modified by the Company from time to time in writing depending upon prevailing circumstances and practice in the industry and in relevance with prevalent laws and regulations. Such Variations shall be binding on you.
- e. You will abide by the laws of India in your dealings with the Company, its stakeholders and society

Please note that it is the responsibility of every employee to familiarize themselves with the provisions of all policies concerning conduct, discipline and behaviour. In case of any concerns or clarification, the HR department may be approached.

Thank you and we look forward to a long and beyond the paper relations with you.

Yours truly,



**Aayan India**

**Khushi Mishra**

**Human Resources - Manager || Aayan India**